

**REMARKS**

This Amendment is in response to the Final Office Action dated May 21, 2009 ("FOA"). In the Final Office Action, claim 4 was objected to; claims 1, 4-8, 10-18 and 20-32 were rejected under 35 U.S.C. § 102 and claims 9 and 19 were rejected under 35 U.S.C. § 103. By this Amendment, claim 4 is amended. Currently pending claims 1 and 4-32 are believed allowable, with claims 1, 12, 21, 23, 25, 27, 29 and 31 being independent claims.

CLAIM OBJECTION:

Claim 4 was objected to because of the informality that "claim 4 is depended on a cancelled claim." FOA, pp. 5.

By this Amendment, claim 4 is amended to be dependent on claim 1. Claim 1 is not cancelled. Therefore, the objection to claim 4 is believed moot.

It is noted that claim 4 was previously dependent on claim 3. By the Amendment filed February 23, 2009, claim 1 was amended to recite the subject matter of claim 3 in an independent form.

The Applicants thank the Examiner for pointing out this informality.

CLAIM REJECTIONS UNDER 35 USC §102:

Claims 1, 4-8, 10-18 and 20-32 were rejected under 35 U.S.C. § 102 as being anticipated by U.S. Patent Application Publication No. US 2002/0194010 ("Bergler"). FOA, pp. 6.

To anticipate a claim under 35 USC §102, a reference must teach every element of the claim. MPEP 2131. It is by now well

settled that the burden of establishing a *prima facie* case of anticipation resides with the Patent and Trademark Office. *In re Piasecki*, 745 F.2d 1468, 1472, 223 USPQ 785, 788 (Fed. Cir. 1984) quoting *In re Warner*, 379 F.2d 1011, 1016, 154 USPQ 173, 177 (CCPA 1967).

Claim 1

A. Response to Arguments section, argument (1)

Claim 1 requires, "comparing the token identifier for each received data token with the stored token identifiers to detect if the same data token is received twice for exchange." It is noted that this claim limitation was recited by claim 3 as presented in the First Preliminary Amendment filed concurrently with the instant application.

In the Response to Arguments section, the Examiner states,

In the remark, Applicant argues that (1) Bergler (US 2002/0194010) does not teach or suggest comparing the token identifier for each received data token with the stored token identifiers to detect if the same data token is received twice for exchange . . . . FOA, pp. 2.

In response to this argument, the Examiner alleges,

. . . Bergler discloses in paragraph [0064] that upon receiving a license request, the request handling module stores a client identification information (being the token identifier) in an assigned license data pool. This information, along with information on what licenses are assigned to a client determines whether a client needs an update/renewal of its "same" license, issuance of a new license, or issuance of a temporary license. Upon receiving a license request, the request handling module compares information from the requesting client with information already stored

in the assigned license data pool to determine the license status of the client. FOA, pp. 3.

However, determining the license status of the client is not what is claimed. Claim 1 recites comparing the token identifier for each received data token with the stored token identifiers to detect if the same data token is received twice for exchange. Paragraph [0064] of Bergler fails to teach or suggest comparing the token identifier for each received data token with the stored token identifiers to detect if the same data token is received twice for exchange as required by claim 1.

#### B. Claim Rejections section

Claim 1 recites, in part, "comparing the token identifier for each received data token with the stored token identifiers to detect if the same data token is received twice for exchange; wherein the exchange token is a copy of the current data token."

In the Claim Rejections section, the Examiner rejects the claim limitations quoted above according to a rationale substantially similar to the rationale advanced in the Response to Arguments section. FOA, pp. 7.

The Applicants respectfully submit that the reasons discussed above as to why Bergler fails to disclose comparing the token identifier for each received data token with the stored token identifiers to detect if the same data token is received twice for exchange apply equally to this rationale.

For at least these reasons, claim 1 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 1.

Claim 4

Claim 4 is dependent on and further limits claim 1. Since claim 1 is believed allowable, claim 4 is also believed allowable for at least the same reasons as claim 1.

Claim 5

C. Response to Arguments section, argument (2)

Claim 5 is dependent on claim 1 and recites, "A system as claimed in claim 1 wherein the system is adapted such that the use periods associated with alternate data tokens in a chain of data tokens received by the software controller from the licence management server do not overlap." It is emphasized that claim 5 requires that the use periods associated with alternate data tokens in a chain of data tokens received do not overlap.

In the Response to Arguments section, the Examiner states,

In the remark, Applicant argues that . . . (2) Bergler does not teach that the use periods associated with alternate data tokens in a chain of data tokens received do not overlap . . . . FOA, pp. 2.

The Examiner alleges that "Bergler discloses all permanent license expiration dates are randomly selected to provide a licensing period which extends from 52 to 89 days beyond the date the license is issued or reissued." FOA, pp. 3. However, this is not what is claimed. The Examiner fails to cite any teaching that use periods associated with alternate data tokens in a chain of data tokens received do not overlap. Moreover, randomly selecting all permanent license expiration dates to provide a licensing period which extends from 52 to 89 days

beyond the date the license is issued or reissued is not equivalent to the use periods associated with alternate data tokens in a chain of data tokens received not overlapping as required by claim 5.

The Examiner further alleges, "The randomized expiration date is used to prevent all the clients from reaching their respective 'license update periods' at the same time . . . ." FOA, pp. 3. Again, this is not what is claimed. Moreover, preventing all the clients from reaching their respective "license update periods" at the same time is not equivalent to the use periods associated with alternate data tokens in a chain of data tokens received not overlapping as required by claim 5.

The Examiner further alleges, ". . . and thus, results in an even distribution of the licensing load against the license server, see paragraph [0071]." FOA, pp. 3-4. Again, this is not what is claimed. Moreover, an even distribution of the licensing load against the license server is not equivalent to the use periods associated with alternate data tokens in a chain of data tokens received not overlapping as required by claim 5.

Furthermore, paragraph [0071] of Bergler states,

Therefore, in an exemplary implementation, all permanent license expiration dates are randomly selected to provide a licensing period which extends from 52 to 89 days beyond the date the license is issued or reissued. The randomized expiration date is used to prevent all the clients 110 from reaching their respective "license update periods" at the same time, and thus, results in an even distribution of the licensing load against the license server 108.

The Applicants respectfully submit that the cited passage fails to teach or suggest that the use periods associated with

alternate data tokens in a chain of data tokens received do not overlap as required by claim 5.

D. Claim Rejections section

Claim 5 is dependent on claim 1 and recites, "A system as claimed in claim 1 wherein the system is adapted such that the use periods associated with alternate data tokens in a chain of data tokens received by the software controller from the licence management server do not overlap." It is emphasized that claim 5 requires that the use periods associated with alternate data tokens in a chain of data tokens received do not overlap.

In the Claim Rejections section, in rejecting claim 5, the Examiner states, "(see temporary license, 'same licenses and new licenses) [sic] (page 7 [0070] lines 1-2, 6)", following "a token identifier" in the claim language quoted above. FOA, pp. 8. Following the claim language, the Examiner states, "(see for example, a 90 day period, is a reasonable period designed to allow long term management of the license server) (see page 7 [0070] lines 3-14 also see page 3 [0022] lines 17-20)." *Id.*

The Applicants respectfully submit that even assuming *arguendo* that Bergler teaches a 90 day period being a reasonable period designed to allow long term management of the license server, such a teaching is not equivalent to the use periods associated with alternate data tokens in a chain of data tokens received not overlapping as required by claim 5.

Furthermore, the passages cited by the Examiner are wholly contained in page 7, paragraph [0070] and pages 2-3, paragraph [0022] of Bergler. Page 7, paragraph [0070] of Bergler states,

The period of time over which the temporary license provides terminal server 112 access to a client 110, for example, a 90 day period, is a reasonable period designed to allow long term management of the license server 108. In addition, all permanent license expiration dates (i.e., for "same" licenses and new licenses) set as discussed above, are set to provide a permanent license period that is less than the temporary license period. In this way, the system ensures that prior issued permanent licenses which expire (e.g., because they are wiped from a client machine, or because a client does not access the terminal server 112 during the "license update period"), are returned to the available license pool 314 by the license clean-up module 324 in time to be re-issued to their previous client machines. Bergler, pp. 7, para. [0070], 11. 1-14.

The Applicants respectfully submit that the cited passage does not teach or suggest that the use periods associated with alternate data tokens in a chain of data tokens received do not overlap as required by claim 5. In particular, it does not follow from the fact that a permanent license period is less than the temporary license period that the permanent license period and the temporary license period do not overlap.

Pages 2-3, paragraph [0022] of Bergler states,

Additional and more comprehensive implementations of the invention facilitate a more realistic network computing environment in which numerous clients are vying for the available licenses from a license server's pool. A first example includes the license server issuing a temporary license to a client when the license server does not have an available permanent license. This situation arises when a client loses its permanent license prior to the license expiration date. In this case, when the client connects to a terminal server, the terminal server makes a license request to the license server, and the license server issues a temporary license with a temporary period which provides access to the terminal server for the client. Thereafter, each time this client connects to the terminal server during the temporary period, the terminal server

requests a permanent license from the license server to replace the temporary license. Therefore, once the client's lost license reaches its expiration date and is automatically returned to the license server's available pool, the license server sets a new expiration date and pushes this same license down to the client the next time the client connects to the terminal server, thus replacing the client's temporary license. This assumes that the temporary license has not already been replaced by a new license prior to the expiration of the lost license. Only if the license server fails to acquire an available license by the end of the temporary period, will the client be denied access to the terminal server. Thus, as licenses from additional clients expire and are returned to the available pool, a given client will receive a license prior to the end of the temporary period, and not be denied access to the terminal server. Bergler, pp. 2-3, para. [0022], ll. 1-31.

The Applicants respectfully submit that the cited passage does not teach or suggest that the use periods associated with alternate data tokens in a chain of data tokens received do not overlap as required by claim 5.

Notably, the cited passage states,

. . . the license server issues a temporary license with a temporary period which provides access to the terminal server for the client. Thereafter, each time this client connects to the terminal server during the temporary period, the terminal server requests a permanent license from the license server to replace the temporary license. Bergler, pp. 3, para. [0022], ll. 11-17 (emphasis added).

It is emphasized that the terminal server requesting a permanent license from the license server to replace the temporary license occurs during the temporary period.

The cited passage further states, ". . . the license server sets a new expiration date and pushes this same license down to the client the next time the client connects to the terminal



server, thus replacing the client's temporary license."

Bergler, pp. 3, para. [0022], ll. 19-22 (emphasis added). For the reasons noted above, this action is occurring during the temporary period. However, the fact that the "same license" replaces the client's temporary license suggests that the "same license" is currently in its use period. Otherwise, the client would be unable to connect to the terminal server, as the temporary license which previously provided access was replaced.

The cited passage further states, "Only if the license server fails to acquire an available license by the end of the temporary period, will the client be denied access to the terminal server." Bergler, pp. 3, para. [0022], ll. 24-27. It follows that the client will not be denied access to the terminal server in any other case, including the case where the temporary license is replaced as described above. However, if the "same license" which replaced the temporary license is not already in its use period, replacing the temporary license will cause the client to be denied access to the terminal server. This is a contradiction. Therefore, the "same license" must currently be in its use period.

It therefore follows that the use periods of the "same license" and the temporary license can overlap. The Applicants respectfully submit that this fact teaches away from the use periods associated with alternate data tokens in a chain of data tokens received not overlapping as required by claim 5.

For at least these reasons, claim 5 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 5.

Claims 6-8

Claims 6-8 are dependent on and further limit claim 1. Since claim 1 is believed allowable, claims 6-8 are also believed allowable for at least the same reasons as claim 1.

Claims 10-11

Claims 10-11 are dependent on and further limit claim 1. Since claim 1 is believed allowable, claims 10-11 are also believed allowable for at least the same reasons as claim 1.

Claim 12

E. Response to Arguments section, argument (3)

Claim 12 requires, "supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token . . . ."

In the Response to Arguments section, the Examiner states,

In the remark, Applicant argues that . . . (3) Bergler does not teach or suggest supplying one of the current data token and the exchange token via a network to the license management server to be exchanged for a new data token . . . . FOA, pp. 2.

In response to this argument, the Examiner alleges that "Bergler discloses . . . the terminal server automatically makes a license request." FOA, pp. 4. However, this is not what is claimed. The Examiner fails to cite any teaching of supplying one of the current data token and the exchange token to the licence management server to be exchanged for a new data token.

Nor does the Examiner cite any teaching that the license request supplies one of the current data token and the exchange token.

The Examiner further alleges,

The license server receives the request and determines that the client has been licensed before, but that it now has a temporary license and therefore needs a permanent license. Therefore, the license server searches the available license pool and attempts to locate the client's "same" permanent license. If this "same" license has expired but has not yet been issued to a different client, it will be available in the available license pool for updating and issuing to this same client. The license server would therefore reset the expiration date and reissue the "same" license to the client. The updated "same" license would then be pushed down to the client through the terminal server to the client. If the license server is unable to locate the "same" permanent license, it then searches for any new permanent license in the available license pool, and issues a new license with a new expiration date, see paragraphs [0089] and [0090]. FOA, pp. 4.

The Applicants respectfully submit that the argument cited above fails to cite any teaching of supplying one of the current data token and the exchange token to the licence management server to be exchanged for a new data token as required by claim 12.

Specifically, the Examiner states, "reissue the 'same' license to the client." However, the Examiner fails to cite any teaching that the 'same' license is reissued to be exchanged for a new data token. Therefore, even assuming *arguendo* that Bergler teaches reissuing the "same" license to the client, such a teaching nonetheless fails to teach supplying one of the current data token and the exchange token to the licence management server to be exchanged for a new data token as required by claim 12.

The Examiner further states, "issues a new license with a new expiration date." However, as with the preceding statement, the Examiner fails to cite any teaching that the new license is issued to be exchanged for a new data token. Therefore, even assuming *arguendo* that Bergler teaches issuing a new license with a new expiration date, such a teaching nonetheless fails to teach supplying one of the current data token and the exchange token to the licence management server to be exchanged for a new data token as required by claim 12.

Furthermore, paragraphs [0089]-[0090] of Bergler state,

Whether the client 110 connection is during the temporary period or after the temporary period, if the license server 108 is available (operations 442 and 434), the terminal server 112 automatically makes a license request at operation 410. The license server 108 receives the request at operation 412 (FIG. 4B), and determines at operation 414 that the client 110 has been licensed before, but that it now has a temporary license and therefore needs a permanent license. Therefore, the license server 108 searches the available license pool 314 and attempts to locate the client's "same" permanent license (operation 414). If this "same" license has not yet expired, it will not have been returned yet to the available license pool 314, and thus will not be available. However, if this "same" license has expired but has not yet been issued to a different client, it will be available in the available license pool 314 for updating and issuing to this same client. The license server 108 would therefore reset the expiration date and reissue the "same" license to the client 110 at operation 436. The updated "same" license would then be pushed down to the client 110 through the terminal server 112 to the client 110.

If the license server 108 is unable to locate the "same" permanent license (meaning that this license has not yet expired, or, that it has expired but has already been reissued to a different client), it then searches for any new permanent license (operation 416) in the available license pool 314, and issues a new license with a new expiration date at operation 418. If a new license is not

available, the license server 108 then determines, in this scenario, that the client 110 has a temporary license, at operation 426. Since the client 110 already has a temporary license, no license is issued (operation 448), and the terminal server 112 permits access to the client 110 at operation 422, since the client 110 is still within the temporary period of its temporary license.

The Applicants respectfully submit that the cited passage fails to teach or suggest supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token as required by claim 12.

F. Claim Rejections section, "a software controller for controlling use of a software product at a user device"

Claim 12 recites, in part, "a software controller for controlling use of a software product at a user device".

In the Claim Rejections section, in rejecting this limitation of claim 12, the Examiner states, "a software controller/control logic/program code (see terminal server) (page 2 [0020] line 4) . . . ." FOA, pp. 9. Thus, it is evident that the Examiner alleges that the terminal server disclosed by Bergler is equivalent to the software controller required by claim 12.

G. Claim Rejections section, "supplying one of the current data token and the exchange token . . ."

Claim 12 recites, in part,

supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token (a) to extend the licence for the software product beyond the use period associated with a current data token supplied by the licence management server and (b) if a said exchange token is received by the software controller in the absence of a current data token;

It is emphasized that claim 12 requires supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token.

In the Claim Rejections section, in rejecting this limitation of claim 12, the Examiner states, "(e.g., if the license server is unable to locate the 'same' permanent license, it then issues a new license with a new expiration date. The new expiration date is the extended use period) (see page 9 [0087] lines 2-6)". FOA, pp. 9.

The Examiner further states, "(new license)", following the claim language, "the current data token". FOA, pp. 9. It is thus evident that the Examiner alleges the new license of Bergler to disclose the current data token required by claim 12.

The Examiner further states, "(update token)", following the claim language, "the exchange token". FOA, pp. 9. It is thus evident that the Examiner alleges the updated token of Bergler to disclose the exchange token required by claim 12.

The passage of Bergler cited by the Examiner states,

If the license server 108 is unable to locate the "same" permanent license (meaning that this license was already reissued to a different client), it then searches for any new permanent license (operation 416) in the available license pool 314 and issues a new license with a new

expiration date at operation 418. However, when a new . . . . Bergler, pp. 9, para. [0087], ll. 1-6.

The Applicants respectfully submit that the cited passage, by itself, fails to teach or suggest supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token. Notably, the cited passage fails to disclose that either the "same" permanent license or any new permanent license is supplied to the license server via a network.

Moreover, this limitation of claim 12 is found under claim language which states, "wherein the software controller is adapted for . . . ." Thus, claim 12 requires that the method steps described in this limitation are performed by the software controller. However, the license server disclosed by Bergler is clearly not equivalent to the terminal server alleged by the Examiner to be equivalent to the software controller required by claim 12. Therefore, the license server locating a license clearly cannot teach or suggest the software controller supplying one of the current data token and the exchange token to the licence management server as required by claim 12.

The passage cited by the Examiner is found in a fourth scenario disclosed in page 9, paragraphs [0084]-[0087] of Bergler. Page 9, paragraph [0086] of Bergler states,

If the license server 108 is available (operation 442), the terminal server 112 automatically makes a license request at operation 410. The license server 108 receives the request at operation 412 (FIG. 4B), and determines at operation 414 that the client 110 has been licensed before, but that its permanent license has expired. Therefore, the license server 108 searches the available license pool 314 and attempts to locate the client's expired or "same" permanent license (operation 414). If this "same" license

has not been issued to a different client, it will be available in the available license pool 314 for updating and issuing to the same client. The license server 108 would therefore reset the expiration date and reissue the "same" license to the client 110 at operation 436. The updated "same" license would then be pushed down to the client 110 through the terminal server 112 to the client 110.

Thus, Bergler discloses that the terminal server automatically makes a license request and that the license server receives the request. However, absent from this passage of Bergler is any teaching or suggestion that the license request comprises a structure equivalent to a current data token or an exchange token. In particular, absent from this passage of Bergler is any teaching or suggestion that the license request comprises the new license alleged by the Examiner to disclose the current data token. Similarly, absent from this passage of Bergler is any teaching or suggestion that the license request comprises the updated token of Bergler alleged by the Examiner to disclose the exchange token. Therefore, the Applicants respectfully submit that the license request disclosed in page 9, paragraph [0086] of Bergler cannot teach or suggest supplying one of the current data token and the exchange token to the licence management server to be exchanged for a new data token as required by claim 12.

Moreover, no other passage in page 9, paragraphs [0084]-[0087] of Bergler appears to teach or suggest supplying one of the current data token and the exchange token to the licence management server to be exchanged for a new data token as required by claim 12.



For at least these reasons, claim 12 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 12.

Claim 13

H. Response to Arguments section, argument (4)

Claim 13 is dependent on claim 12 and recites, "A system as claimed in claim 12 wherein a said data token comprises a coin."

In the Response to Arguments section, the Examiner states,

In the remark, Applicant argues that . . . (4) Examiner has not stated, and it is not apparent that coin is a particular form of data token . . . . FOA, pp. 2.

In response to this argument, the Examiner states, "Examiner agrees with the applicant the coin is a particular form of data token, with special cryptographic properties . . . ." FOA, pp. 4.

In the absence of an express intent to impart a novel meaning to the claim terms, the words are presumed to take on the ordinary and customary meanings attributed to them by those of ordinary skill in the art. MPEP 2111.01 citing *Brookhill-Wilk 1, LLC v. Intuitive Surgical, Inc.*, 334 F.3d 1294, 1298 67 USPQ2d 1132, 1136 (Fed. Cir. 2003). Thus, the Applicants can act as their own lexicographers and define in the claims what they regard as their invention essentially in whatever terms they choose so long as any special meaning assigned to a term is clearly set forth in the specification. MPEP 2173.01.

The specification states, "A coin is a particular form of data token, with special cryptographic properties, which is

known for use as a means of payment in electronic payment systems, e.g. for on-line purchases or banking transactions."

App., pp. 6, 11. 17-20 (emphasis added.)

The Examiner further alleges,

. . . Corbin which examiner has cited as a reference teaches the license information is contained in a license token, and is stored in the database controlled by the license server. The license token is a special bit pattern or packet which is encrypted by the software vendor of the application software; see Corbin, col. 2 lines 44-48. FOA, pp. 5.

The Applicants respectfully note that the Final Office Action of May 21, 2009 does not cite any reference named "Corbin". However, the Office Action of November 21, 2008 cites U.S. Patent No. 5,138,712 to Corbin. The Applicants assume that the "Corbin" cited in the Final Office Action refers to this patent.

The Applicants respectfully submit that the Examiner fails to cite any teaching of a particular form of data token, with special cryptographic properties, which is known for use as a means of payment in electronic payment systems, e.g. for on-line purchases or banking transactions. Nor does the Examiner cite any teaching that the license token disclosed by Corbin is known for use as a means of payment in electronic payment systems.

Furthermore, column 2, lines 44-48 of Corbin state,

. . . for the software application. The license information is contained in a license token, and is stored in the database controlled by the license server. The license token is a special bit pattern or packet which is encrypted by the software vendor of the application software. The . . . .

The Applicants respectfully submit that the cited passage fails to teach or suggest a particular form of data token, with special cryptographic properties, which is known for use as a means of payment in electronic payment systems, e.g. for on-line purchases or banking transactions.

#### I. Claim Rejections section

In the Claim Rejections section, in rejecting claim 13, the Examiner alleges, "Bergler disclose wherein a said data token comprises a coin (encrypting the license pack with a license server's public key, paragraph [0035])." FOA, pp. 10.

Paragraph [0035] of Bergler states,

In general, the exemplary system 100 allows a company 104 to purchase software licenses through the licensing clearinghouse 102 so that it may run software on company servers or computers. A license generator 106 at the clearinghouse 102 creates a "license pack" containing a set of one or more individual software licenses. The license generator 106 sends the license pack to a license server 108 using standard communications, such as a data communication network (e.g., Internet) or a portable data medium (e.g., floppy diskette, CD-ROM, etc.). The license generator 106 prevents the license pack from being copied and installed on multiple license servers 108 through a method of assigning a unique ID to the license pack, associating the ID with a license server 108, digitally signing the license pack, and encrypting the license pack with a license server's public key, as described in detail in the co-pending patent application entitled, "System and Method for Software Licensing", incorporated by reference above.

The Applicants respectfully submit that the cited passage fails to teach or suggest a particular form of data token, with special cryptographic properties, which is known for use as a

means of payment in electronic payment systems, e.g. for on-line purchases or banking transactions.

For at least these reasons, claim 13 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 13.

Claims 14-18

Claims 14-18 are dependent on and further limit claim 12. Since claim 12 is believed allowable, claims 14-18 are also believed allowable for at least the same reasons as claim 12.

Claim 20

Claim 20 is dependent on and further limits claim 12. Since claim 12 is believed allowable, claim 20 is also believed allowable for at least the same reasons as claim 12.

Claim 21

J. Response to Arguments section, argument (5)

Claim 21 requires, "enabling user access to an exchange token, dependent on the current data token supplied by the licence management server, whereby the exchange token can be supplied as a current data token to another said software controller." It is emphasized that claim 21 requires that the exchange token is dependent on the current data token supplied by the licence management server.

Claim 21 further requires, "wherein said use of the software product is not allowed if the current data token is an exchange token."

In the Response to Arguments section, the Examiner states,

In the remark, Applicant argues that . . . (5) Bergler does not appear to teach or suggest that the client's expired or "same" permanent license is dependent on a current data token supplied by the license management server. Therefore, the client's expired or "same" permanent license cannot be equivalent to the exchange token. FOA, pp. 2-3.

In response to this argument, the Examiner alleges that "Bergler discloses the updated 'same' license which depends on the 'same' or expired license, see paragraph [0086] lines 6-16." FOA, pp. 4.

In the passage cited by the Examiner, Bergler states, "The license server 108 would therefore reset the expiration date and reissue the 'same' license to the client 110 at operation 436. The updated 'same' license . . . ." Bergler, para. [0086], ll. 12-14. Because the expiration date of the updated "same" license was reset, it follows that the updated "same" license allows use of the software product.

However, claim 21 requires that said use of the software product is not allowed if the current data token is an exchange token. Therefore, assuming *arguendo* that an updated "same" license is equivalent to the exchange token of claim 21, allowing use of the software product when the updated "same" license is the current data token contradicts the requirements of claim 21.

#### K. Claim Rejections section

Claim 21 recites, in part, "enabling user access to an exchange token, dependent on the current data token supplied by the licence management server, whereby the exchange token can be supplied as a current data token to another said software controller."

In the Claim Rejections section, in rejecting this limitation of claim 21, the Examiner states, "(see updated 'same' license, page 9 [0086])", following the claim language, "the exchange token". FOA, pp. 11. It is thus evident that the Examiner alleges the updated "same" license of Bergler to disclose the exchange token required by claim 21.

Page 9, paragraph [0086] of Bergler states,

If the license server 108 is available (operation 442), the terminal server 112 automatically makes a license request at operation 410. The license server 108 receives the request at operation 412 (FIG. 4B), and determines at operation 414 that the client 110 has been licensed before, but that its permanent license has expired. Therefore, the license server 108 searches the available license pool 314 and attempts to locate the client's expired or "same" permanent license (operation 414). If this "same" license has not been issued to a different client, it will be available in the available license pool 314 for updating and issuing to the same client. The license server 108 would therefore reset the expiration date and reissue the "same" license to the client 110 at operation 436. The updated "same" license would then be pushed down to the client 110 through the terminal server 112 to the client 110.

Claim 21 requires that the exchange token is dependent on the current data token supplied by the licence management server. However, the cited passage does not appear to teach or suggest that the client's expired or "same" permanent license is dependent on a current data token supplied by the licence

management server. Therefore, the client's expired or "same" permanent license, as disclosed by Bergler, cannot be equivalent to the exchange token of claim 21.

However, as noted above, claim 21 also requires that said use of the software product is not allowed if the current data token is an exchange token. A license with an expiration date in the future grants access to the software product. Therefore, the "same" license, subsequent to the resetting of its expiration date, likewise cannot be equivalent to the exchange token of claim 21.

The Applicants respectfully submit that the "same" license disclosed by Bergler, either before or after the update of its expiration date, cannot be equivalent to the exchange token required by claim 21.

For at least these reasons, claim 21 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 21.

#### Claim 22

Claim 22 is dependent on and further limits claim 21. Since claim 21 is believed allowable, claim 22 is also believed allowable for at least the same reasons as claim 21.

#### Claim 23

Claim 23 recites, in part,

supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token (a) to extend the licence for the software product beyond the use period associated

with a current data token supplied by the licence management server and (b) if a said exchange token is received by the software controller in the absence of a current data token.

The Examiner rejects claim 23 according to the same rationale as claim 12. FOA, pp. 9-10.

The Applicants respectfully submit that the reasons discussed above in regards to claim 12 as to why Bergler fails to teach or suggest supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token apply equally to claim 23.

For at least these reasons, claim 23 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 23.

#### Claim 24

Claim 24 is dependent on and further limits claim 23. Since claim 23 is believed allowable, claim 24 is also believed allowable for at least the same reasons as claim 23.

#### Claim 25

Claim 25 recites, in part, "wherein said use of the software product is not allowed if the current data token is an exchange token."

This limitation of claim 25 is also recited by claim 21. The Examiner rejects this limitation of claim 25 according to



the same rationale as advanced for the corresponding limitation of claim 21. FOA, pp. 12.

Claim 25 further recites, in part, "enable user access to an exchange token, dependent on the current data token supplied by the licence management server, whereby the exchange token can be supplied as a current data token to another user device."

This limitation of claim 25 is substantially similar to a limitation recited by claim 21. The Examiner rejects this limitation of claim 25 according to a rationale substantially similar to the rationale advanced for the corresponding limitation of claim 21. FOA, pp. 12. It is noted, however, that in regard to the claim language, "the exchange token", the Examiner specifically cites line 14 of paragraph [0086] of Bergler in regard to claim 25 (as opposed to the entirety of the paragraph as in claim 21). *Id.*

The Applicants respectfully submit that the reasons discussed above in regards to claim 21 as to why Bergler fails to teach or suggest "wherein said use of the software product is not allowed if the current data token is an exchange token" and "enabling user access to an exchange token, dependent on the current data token supplied by the licence management server, whereby the exchange token can be supplied as a current data token to another said software controller" apply equally to claim 25.

For at least these reasons, claim 25 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 25.

Claim 26

Claim 26 is dependent on and further limits claim 21. Since claim 21 is believed allowable, claim 26 is also believed allowable for at least the same reasons as claim 21.

Claim 27

Claim 27 recites, in part,

supply one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token (a) to extend the licence for the software product beyond the use period associated with a current data token supplied by the licence management server and (b) if a said exchange token is received by the user device in the absence of a current data token.

This limitation of claim 27 is substantially similar to a limitation recited by claim 12. The Examiner rejects this limitation of claim 27 according to the same rationale as advanced for the corresponding limitation of claim 12. FOA, pp. 13-14.

The Applicants respectfully submit that the reasons discussed above in regards to claim 12 as to why Bergler fails to teach or suggest supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token apply equally to claim 27.

For at least these reasons, claim 27 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 27.

Claim 28

Claim 28 is dependent on and further limits claim 23. Since claim 23 is believed allowable, claim 28 is also believed allowable for at least the same reasons as claim 23.

Claim 29

Claim 29 recites, in part, "wherein said use of the software product is not allowed if the current data token is an exchange token."

This limitation of claim 29 is also recited by claim 21. The Examiner rejects this limitation of claim 29 according to the same rationale as advanced for the corresponding limitation of claim 21. FOA, pp. 15.

Claim 29 further recites, in part, "enabling user access to an exchange token, dependent on the current data token supplied by the licence management server, whereby the exchange token can be supplied as a current data token to another user device."

This limitation of claim 29 is substantially similar to a limitation recited by claim 21. The Examiner rejects this limitation of claim 29 according to a rationale substantially similar to the rationale advanced for the corresponding limitation of claim 21. FOA, pp. 14. It is noted, however, that in regard to the claim language, "the exchange token", the Examiner specifically cites line 14 of paragraph [0086] of Bergler in regard to claim 29 (as opposed to the entirety of the paragraph as in claim 21). *Id.*

The Applicants respectfully submit that the reasons discussed above in regards to claim 21 as to why Bergler fails to teach or suggest "wherein said use of the software product is

not allowed if the current data token is an exchange token" and "enabling user access to an exchange token, dependent on the current data token supplied by the licence management server, whereby the exchange token can be supplied as a current data token to another said software controller" apply equally to claim 29.

For at least these reasons, claim 29 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 29.

#### Claim 30

Claim 30 is dependent on and further limits claim 29. Since claim 29 is believed allowable, claim 30 is also believed allowable for at least the same reasons as claim 29.

#### Claim 31

Claim 31 recites, in part,

supplying one of the current data token and an exchange token, associated with said licence, via the network to the licence management server to be exchanged for a new data token (a) to extend the licence for the software product beyond the use period associated with a current data token supplied by the licence management server and (b) if a said exchange token is received by the user device in the absence of a current data token.

The Examiner rejects claim 31 according to the same rationale as claim 12. FOA, pp. 9-10.

The Applicants respectfully submit that the reasons discussed above in regards to claim 12 as to why Bergler fails to teach or suggest supplying one of the current data token and

the exchange token via the network to the licence management server to be exchanged for a new data token apply equally to claim 31.

For at least these reasons, claim 31 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 31.

Claim 32

Claim 32 is dependent on and further limits claim 31. Since claim 31 is believed allowable, claim 32 is also believed allowable for at least the same reasons as claim 31.

CLAIM REJECTIONS UNDER 35 USC §103:

Claim 9 was rejected under 35 U.S.C. § 103 as being unpatentable over Bergler in view of U.S. Patent Application Publication No. US 2005/0114266 ("Satkunanathan"). FOA, pp. 15.

Claim 19 was rejected under 35 U.S.C. § 103 as being unpatentable over Bergler in view of U.S. Patent Application Publication No. US 2002/0174356 ("Padole"). FOA, pp. 16.

Claim 9

Claim 9 is dependent on and further limits claim 1. Since claim 1 is believed allowable, claim 9 is also believed allowable for at least the same reasons as claim 1.

Claim 19

Claim 19 is dependent on and further limits claim 18. Since claim 18 is believed allowable, claim 19 is also believed allowable for at least the same reasons as claim 18.

**CONCLUSION**

In view of the forgoing remarks, it is respectfully submitted that this case is now in condition for allowance and such action is respectfully requested. If any points remain at issue that the Examiner feels could best be resolved by a telephone interview, the Examiner is urged to contact the attorney below.

No fee is believed due with this Amendment, however, should such a fee be required please charge Deposit Account 50-0510 the required fee. Should any extensions of time be required, please consider this a petition thereof and charge Deposit Account 50-0510 the required fee.

Dated: July 21, 2009

Respectfully submitted,

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